



COMMERCIAL USE AUTHORIZATION APPLICATION

INDIANA DUNES NATIONAL PARK
1100 N. Mineral Springs Rd.
Porter IN 46304
Lynda Lancaster, CUA Coordinator
Phone Number: 219-221-2054



Refer to application instructions at the end of this application. Some parks have additional requirements for businesses that offer services to visitors relating to the safety and welfare of the visitors and protection of the resources. These requirements may include applicable operating licenses, certificates showing proof of training, operating plans, emergency response plans, group size limitations, etc.

1. **Service for which you are applying:** *[attach diagram, attach additional pages, if necessary, include locations within the park, frequency, estimated number of participants (per trip and annually), number of vehicles, support equipment (trailers, generators, etc.)]*
2. **Will you be providing this service in more than one park?** Yes No *If "Yes", list all parks and services provided.*
3. **Applicant's Legal Business Name:** *[Include any additional names (DBA) under which you will operate.]*
4. **Owner and Authorized Agents:** *(Give the name(s) of the owners and name(s) of the persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.)*

5. Mailing Addresses

PRIMARY CONTACT INFORMATION *(Dates to contact you at this address, if seasonal.)*

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

ALTERNATE CONTACT INFORMATION *(Dates to contact you at this address, if seasonal.)*

If same as "Primary Contact Information, check here and go to question 6.

Address:

City, State, Zip:

Email:

Website:

Day Phone:

Evening Phone:

Fax:

6. What is your Business Type? *(Please check one below)*

Sole Proprietor

Partnership *(Print the names of each partner. If there are more than two partners, please attach a complete list of their names.)*

Name:

Name:

Limited Liability Company

Corporation

Non-Profit *(Please attach a copy of your IRS Ruling or Determination Letter)*

Other

7. Business License – State and Number:

Expiration Date:

8. Employer Identification Number (EIN):

9. Liability Insurance:

Provide proof of liability insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage or other types of liability insurance; see Park-Specific CUA Insurance Requirements ("Attachment A").

10. Will your business operate vehicles/vessels/aircraft within NPS boundaries?

Yes No

Information for vehicles/vessels/aircraft chartered from and operated by another company is NOT required. If "Yes," please give a description of each vehicle. Use additional paper, if necessary.

Make/Model of Vehicle	Year	Max # Passenger Capacity	Own/Rent/Lease

Make of Aircraft	Tail Number	Max # Passenger Capacity	Own/Rent/Lease

Make/Model of Vessel	Registration # or USCG Documentation	Length	Max # Passenger Capacity	Own/Rent/Lease

11. Additionally Required Documentation:

Parks may require proof of licenses, registrations and certificates, etc. Provide copies of additionally required documentation identified in "Attachment B".

12. DOI Employment:

Are you, your spouse, or minor children employed within the U.S. Department of the Interior?

Yes No If "Yes", please provide information below:

Employee Name: _____ Title: _____

Bureau: _____

If you selected yes, please contact your servicing ethics office, <https://www.doi.gov/ethics/bem>.

13. Violations: To your knowledge, have you, your company, or any current or proposed employees been convicted or fined for violations of State, Federal, or local law within the last 5 years? Are you, your company, or any current or proposed employees now under investigation for any violations of State, Federal, or local law or regulation? See instructions.

Yes No If "Yes", please provide the following information. Attach additional pages, if necessary.

Date of violation or incident under investigation: _____

Name of business or person(s) charged: _____

Please identify the law or regulation violated or under investigation: _____

Please identify the State, municipality, or Federal agency that initiated the charges:

Additional Detail (optional):

(Results) Action Taken by Court:

14. Fee: Please include the Application Fee as outlined in Attachment B.

15. Signature:

False, fictitious, or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate.

Signature

Date

Printed Name

Title

NOTICES

Privacy Act Statement

Authority: The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

Paperwork Reduction Act Statement

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct, or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

Estimated Burden Statement

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.

COMMERCIAL USE AUTHORIZATION APPLICATION INSTRUCTIONS

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park:

Classes at Portage Lakefront and Riverwalk Classroom	Food/Beverage
Guided Hiking/Guided Photography	Guided Non-motorized vessels
Recreation Education	Food Trucks

If the service you are proposing to provide is not a currently approved service listed above, contact the park CUA office at the number above.

2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of owners and name(s) of persons designated as Authorized Agents for your business. Authorized Agents have the power to sign on your behalf.
5. Provide contact information for both the main season and the off-season. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the state, license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Provide proof of vehicle/vessel/aircraft liability insurance if you own, rent, or lease vehicles/vessels/aircraft and transport visitors by those means or if those owned, rented, or leased vehicle/vessel/aircraft are engaged in providing the service (i.e., hauling horses used in the activity). Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). You may be subject to additional insurance requirements. Refer to "Attachment A".
10. Provide a description of each owned, rented, or leased vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service. Information for vehicles/vessels/aircraft chartered from and operated by another company is not required.
11. Provide copies of additional documentation as required by "Attachment B".
12. Indicate if you are employed by the U.S. Department of the Interior (DOI). DOI ethics regulations prohibit employees, their spouses, and minor children from acquiring or retaining permits granted by the DOI in Federal lands subject to certain exceptions. DOI employees must contact their servicing ethics officer if they, their spouse, or minor children wish to apply for a CUA.
13. Provide details if your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years. Do not include minor traffic tickets.
14. Include payment of the Application Fee - \$ 100. See "Attachment" B.
15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: Insurance Requirements

Attachment B: List of Approved Services, Additionally Required Documentation, and Fee Information

Attachment C: Classes at Portage Lakefront and Riverwalk Classroom

Attachment D: Food/Beverage

Attachment E: Food Trucks

Attachment F: Guided Hiking/Guided Photography/Recreation Education

Attachment: G. Guided Non-motorized vessels

Exhibit A: Accord 25 Certificate

Exhibit B: Sample Visitor Acknowledgment of Risk

Additional Information: The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications and providing such information to the park superintendent for approval.

CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. All vehicles/vessels/aircraft are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates satisfactory to the area Superintendent.
4. **Operating Conditions:** The holder shall provide the authorized commercial services to visitors under operating conditions satisfactory to the area Superintendent.
5. **Liabilities and Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
6. **Insurance:** Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
7. **CUA Fees:** At a minimum, the holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorized activity. Administrative costs for the application process must be paid when the application is submitted. Monitoring fees and any additional costs incurred by the park to support the commercial activity will be paid annually or on a more frequent basis as determined by mutual agreement between the Holder and the area Superintendent.
8. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this authorization or to any benefit that may arise from this authorization. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
9. **Transfer:** This authorization may not be transferred or assigned without the written consent of the area Superintendent.
10. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the area Superintendent.
11. **Preference or Exclusivity:** The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
12. **Construction:** The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the area Superintendent.
13. **Reporting:** The holder is to provide the area Superintendent upon request a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. The holder must submit annually the

CUA Annual Report (NPS Form 10-660) and upon request the CUA Monthly Report (NPS Form 10-660A).

- 14. Accounting:** The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
- 15. Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable authorization clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
- Exemption:** Under Executive Order 13838, Executive Order 13658 shall not apply to contracts or contract-like instruments entered into with the Federal Government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, but this exemption shall not apply to lodging and food services associated with seasonal recreational services. Seasonal recreational services include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.
- 16. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The holder must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park to use the form and/or statement. A sample Acknowledgment of Risk form may be obtained by contacting the CUA office at 219-221-2054 or by going to the park CUA webpage at www.nps.gov/indu/getinvolved/commercial_use_authorization.htm
- 17. Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, service mark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
- 18. Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

SPECIAL PARK CONDITIONS- INDU
COMMERCIAL USE AUTHORIZATION

SPECIAL PARK CONDITIONS -INDU
Conditions specifically pertaining to Indiana Dunes National Park

- 19.** Per Executive Order No. 13991, all CUA Holders and participants are required to wear face masks in accordance with CDC and OSHA guidelines while in federal buildings and on federal lands administered by the National Park Service. 36 CFR (Code of Federal Regulations) 1.5 provides park management the authority to close an operation in exceptional circumstances if the CUA provider is not meeting the applicable COVID-19 requirements and public health is endangered. Operators observed not following CDC guidance may be denied access to the Park, may be asked to leave the Park, or could have their CUA suspended or revoked. Each CUA holder is required to have their COVID-19 Mitigation Plan and CUA permit while operating inside the park and available upon request.
- Each CUA holder is required to develop a COVID-19 Mitigation Plan that incorporates any applicable guidelines from the Center for Disease Control (CDC) as well as state and local Public Health Departments. Every CUA holder must submit their COVID-19 Mitigation Plan to Indiana Dunes National Park (INDU_Permits@nps.gov) for review. There is no specific "format" for your COVID-19 Mitigation Plan. Realize that COVID-19 public health conditions and requirements could change, and an amended COVID-19 Mitigation Plan may be required under such circumstances.
 - Commercial service providers must have, as part of the COVID-19 Mitigation Plan, procedures for discontinuing services or activities and conducting appropriate decontamination or cleaning of equipment and vehicles. Commercial service providers may also be asked to coordinate with the NPS Office of Public Health and/or Indiana State Department of Health to conduct exposure tracing and implementing the quarantining/isolating of individual staff.

- c. Masks or appropriate face covers are mandatory for all persons while riding in a shuttle or company vehicle.
- d. Please refer to [Public Health Information for the Park Partner Community - Partnerships \(U.S. National Park Service\) \(nps.gov\) https://www.nps.gov/subjects/partnerships/publichealthforpartners.htm](https://www.nps.gov/subjects/partnerships/publichealthforpartners.htm) for the most current guidelines.

20. Public Health: The holder will comply with applicable public health and sanitation standards and codes. The holder will promptly report information about any human illness, whether employees or guests, to the park Commercial Services Office at 219-221-2054 for reporting to the NPS Midwest Region's Public Health Consultant. This information, along with other information ed, will be evaluated by the Public Health Consultant to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.

21. Fees: A fixed rate, non-refundable application fee is required irrespective of the outcome of the approval process or length of the CUA. Market price is required of 3% of gross receipts at the completion. The Park Service will send a bill for collection for these fees in January. Refer to the park website for more information.
https://www.nps.gov/indu/getinvolved/commercial_use_authorization.htm.

22. Additional Fees: For all programs hosted at West Beach, there is a \$6.00 amenity fee charged at the gate from Memorial Day to Labor Day. The CUA holder can show a copy of the CUA permit to gain access. The fee will not be waived for CUA program participants. The CUA holder is responsible for notifying their participants in advance of that fee.

23. Authorization Compliance: NPS field personnel will be provided with a current list of holders on a routine basis. The Commercial Services Office will receive notice of any written warnings or citations issued to holders or their employees and these documents will become part of the holder's park record.

- 1) A first violation may result in a warning letter to the holder sent by the Commercial Services Office and/or a possible 30-day suspension of the CUA. The course of action will be based on the violation and the company's cumulative history.
- 2) A second violation within any two-year period may result in a 30-90 day suspension or revocation of the CUA, depending on the seriousness of the violation and the company's cumulative history. Upon revocation of the privileges granted by a CUA, a new application will not be considered for a minimum period of 12 months. If conditions warrant, the Superintendent has the authority and holds the right to permanently revoke a permit.

24. Authorization Approval: A full copy of the approved CUA must be carried by the holder, or their employees, when operating in the park. The holder, and all company employees, should be well informed of the conditions of this authorization and are required to obey the guidelines within. A copy of the approved CUA, including all conditions, must be presented to any park employee upon request. Failure to carry a complete authorization is a violation of the terms and conditions of this permit.

25. Advertisements/Promotional Materials: The holder may not distribute or post any advertisements in the park. The holder will provide the Permits Office a copy of any existing company brochure, internet advertising, or other promotional material as it pertains to Indiana Dunes National Park at the time of application. The holder will, at the request of the park, make corrections to any promotional material deemed inappropriate, such as; containing inaccurate or misleading statements regarding the services provided under the terms of this authorization, material that is non-complimentary to the park's mission and visitor service objectives, or that depicts illegal or unauthorized activities. Promotional material consisting of landscape and/or portrait subject(s) only may be used, with client approval, without the need to obtain further the park approval. (See condition 26).

26. Commercial Filming & Still Photography: Check [nps.gov.indu/planyourvisit/permitsandreservations.htm](https://www.nps.gov/indu/planyourvisit/permitsandreservations.htm) for the most current information.

All activities listed under the following conditions require a separate Still Photography Special Use Permit (SUP) pursuant to 43 CFR 5.2.

- 1) The use of model(s)², set(s), or prop(s)³ that are not part of the locations natural or cultural resources or administrative facilities,
- 2) Takes place at a location where or when members of the public are not allowed
- 3) The agency would incur costs for providing on-site management and oversight to protect agency resources or minimize visitor use conflicts.
- 4) All commercial filming requires a SUP

The use of a model, set, prop, and/or product placement with the intent to advertise a product or service is prohibited under a CUA in condition 29.

27. Quality Assurance: Certain conditions contained herein are intended to assure that the activities authorized by the NPS are connected with reasonable quality assurance. However, no judgment is made of the quality of the service by the NPS and none should be implied in advertising or other statements made to the public by the holder.

a.

Document	Due
Monthly Use Report	15 th of each month
Annual Financial Report (AFR)	January 15th following the calendar year. Submit electronically or by facsimile.

28. Operating/Annual Reports: The holder must provide the park Commercial Use Authorization Coordinator with:

- a. Monthly Revenue Report- CUA Permittee must provide to the Permit Office a monthly report indicating the date, number of visitors served, and gross revenue for the preceding month of operation. Reports must be received no later than the 15th of the following month.
- b. Annual Revenue Report – The gross revenue derived from activities provided during the calendar year. This is due each calendar year by January 15th and/or within 30 days of the end of the authorization, whichever comes first.
- c. Visitor/Client Report – The total number of customers served during the calendar year broken down by month and activity type. This is due each calendar year by January 15th and/or within 30 days of the end of the authorization

29. Audits: The National Park Service may conduct scheduled and random audits to ensure compliance.

30. Park Resources: The holder and all group leaders shall ensure that park natural and cultural resources are not harmed or disturbed in any way as a result of their activities during the course of this authorization. The holder will not allow customers to disturb or remove any natural and/or cultural items from the park, including rocks, flowers and plants.

31. Professionalism: The holder is responsible for engaging in a standard level of professionalism on park land and behaving in a manner appropriate to represent the United States government and the National Park Service as an authorized commercial vendor. Professional practices include requiring all employees to treat park visitors, volunteers, customers, other commercial service employees, and park employees in a respectful manner and wear identifying clothing or name tags. Language and demeanor shall be proper at all times.

32. Complaints: Copies of any written complaints regarding activities conducted under the purview of this authorization must be provided to the Commercial Services Office within a reasonable period. Likewise, the NPS will provide copies of any written complaints received by it to the holder.

33. Drones: The use of an unmanned aircraft (UAS) or drone of any kind is strictly prohibited.

34. Public Use Obstruction: Permitted groups are sharing visitor facilities with the general public. This permit does not convey any priority use of any park areas including park trails, roadside pullouts, parking areas, picnic areas, etc. Permittees are responsible for the conduct of their clients. Guided activity, food trucks or workshops must not interfere with the general visiting public.

35. Possession of Firearms:

- a. The holder will have a written policy regarding the possession of firearms by employees and other individuals providing services under the terms of this authorization in accordance with (a.) above. New employees and other individuals operating under this authorization will be provided with a copy of this policy. The holder will provide the park with a copy of this policy upon request.
- b. The holder will have a written policy regarding the possession of firearms by employees and other individuals providing services under the terms of this authorization in accordance with (a.) above. New employees and other individuals operating under this authorization will be provided with a copy of this policy. The holder will provide the park with a copy of this policy upon request.
- c. The holder will be familiar with federal and state laws regarding the possession of firearms and will inform customers of services the holder provides under this authorization. Customers who do not comply with these federal and state laws may be denied service by the holder.

36. Wildlife: Willfully approaching within 50 yards of wildlife, or within any distance that results in their disturbance or displacement, is prohibited. Harassing (e.g. intentional touching, teasing, frightening, or disturbing) or fee wildlife is prohibited pursuant to 36 CFR 2.2(a)(2). The holder will ensure that its employees and clients are familiar with the park rules and responsibilities of food storage and personal behavior as they relate to all wildlife, particularly racoons. The holder will report any information about animal interactions to the Dispatch Center at 219-395-1077 as soon as is practical after the activity.

37. Camping: Front country camping in designated campgrounds is allowed with a valid reservation. Groups with 6 individuals or fewer are obtained at: www.recreation.gov. There is no back country camping at Indiana Dunes National Park.

- 38. Trash:** The holder is responsible for the removal of all trash associated with their visit to the park. Depositing fruit peels, nut shells, etc .on the ground or in the lake is prohibited as they are considered trash and must be carried out or deposited in an appropriate receptacle It is a violation to feed wildlife, including squirrels and racoons.
- 39. Parking:** All vehicles associated with the permitted activity must park in established parking lots or roadside pull outs. Vehicles may not be parked on road shoulders, may not obstruct or impede traffic flow, and may not be driven off-road or into fields. Parking spaces may not be reserved or blocked off, nor can parked vehicles interfere with normal public use. Carpooling is encouraged. All vehicles are prohibited from idling. Drivers must turn off vehicle engines when parked or when not actively loading or unloading passengers.
- 40. Vehicles:** Transportation vehicles longer than 25 feet must park in areas designated for oversized parking. Vehicles under 25 feet are allowed only in locations which the general public are permitted.
- 41. Accident Reporting:** All accidents resulting in personal injury, death, property damage, or injury to park wildlife or resources must park dispatch at 219-395-1077 or by dialing 911. Commercial operators must remain on scene until law enforcement officials arrive if it is safe to do so.
- 42. Emergency Response:** All emergency situations such as accidents, fires, and search and rescues will be reported to a Park Ranger or Indiana Dunes National Park Dispatch by phone at 9-1-1, or (219) 395-1077 at the earliest possible opportunity.
- 43. Monitoring:** The Superintendent shall have the right to monitor/observe permittees activity for compliance with all aspects of this permit.

SPECIAL PARK CONDITIONS- INDU COMMERCIAL USE AUTHORIZATION

Each Commercial Use has specific conditions that apply to that service:

Attachment C: Classes at Portage Lakefront and Riverwalk Classroom

Attachment D: Food/Beverage

Attachment E: Food Trucks

Attachment F: Guided Hiking/Guided Photography/Recreation Education

Attachment: G. Guided Non-motorized vessels

In-Park Commercial Use Authorization Specific Conditions –

Attachment D- Food/ Beverage Service

The Permittee and their employees registered under this Permit will exercise this privilege subject to all of the following Specific Conditions:

- 44. Services Authorized Under This Permit:** Food and Beverage or Sales Services consists of providing a Quick Service with grab-and-go or counter services with limited menu items. Food and Beverage vendors will provide a variety of hot and cold dishes, snacks, drinks associated with day use recreation from location assigned to the holder by the park.
 - a. The holder will provide the Chief of Business Services with a list of menu items for sale, and the cost. Any changes to the menu must be approved by the Chief of Business Services a minimum of seven days before it is available to the public.
 - b. The Holder is responsible for WIFI and Internet access and utilities.
 - c. No polystyrene foam may be used in the distribution of food or beverages. Permittees are encouraged to use recyclable food service products.
 - d. Operations would be centered around daytime operations, from sunrise to 30 minutes after sunset, with no nighttime operations unless specifically coordinated with the park for a special event.
 - e. All signs, equipment and materials permitted will be restricted to the local site of operation only and be removed immediately upon conclusion of services daily. All sign content and placement shall receive approval from CUA Coordinator prior to publicly placing within the national park.

- e. Indiana Dunes National Park retains the right to close any park areas during emergencies, government shutdowns or park closures in a 24-hour period or other unforeseen situations.

45. Use of Area: The Permittee and their employees registered under this Permit will only provide food and beverage sales services from the Permittee's assigned area within the boundaries of Indiana Dunes National Park. Assigned Area is _____.

46. Provider and Staff Requirements:

- a. All food must be prepared in accordance with Federal, State, and Local rules, laws and regulations.
- b. For more information see the FDA Food code online at:
- c. <https://www.fda.gov/food/retail-food-protection/fda-food-code>
- d. All staff preparing food must have at least food handler's SERV Safe certification. There must be one certified food Manager on site at all times.
 - i. List of staff and certification level.
- e. Food Handlers must be in good health
- f. Wear clean outer garments (i.e. aprons) and restrain hair.
- g. Must vigorously wash their hands and forearms with soap and warm water prior to the start of food preparation activities, after using the toilet, after smoking, eating and whenever necessary to prevent contamination of food.

47. Prohibited Activity: The Permittee and their employees registered under this Permit are specifically prohibited from providing, conducting, engaging in, or effecting by any method of delivery, including by land, by water or by air, the following:

- a. Construction of any structure, fixture, or improvement is prohibited.
- b. Smoking in sales areas and all food preparation areas.
- c. Any act that may result in the contamination or adulteration of food, food contact surfaces, or utensils.
- d. Beverage in glass bottles will not be permitted.
- e. Must not eat in food related areas.
- f. Providing alcohol products of any kind to any visitor/patrons. Except with Indiana State Alcohol License and pre-approval from the park.
- g. Employee's or assistants that are serving or handling non-prepackaged food items may not handle money.
- h. Visitors, including children, are prohibited in the food preparation area.
- i. Use of fungicides, herbicides, pesticides, or toxic materials, unless the Superintendent specifically approves them.
- j. Live animals of any kind while providing commercial services.
- k. Use of fireworks.
- l. Traversing by vehicle anywhere other than on designated open roads is strictly prohibited.
- m. No food prepared or stored in a private home may be used, stored, served, and offered for sale, sold, or given away to the public.
- n. Entering by vehicle or on foot, any closed areas.

- o. Attaching anything to any NPS facility, structure, rock or vegetation, or cover or remove signs, fences, posts, etc. Permittee shall not dig, scrape or remove natural features.

48. **Liability Insurance:** The following liability insurance is required for this service:

- a. Commercial Comprehensive General Liability: The minimum amount of Commercial Comprehensive General Liability insurance required for this service is **\$500,000 per occurrence**. Refer to CUA Insurance Requirements [Attachment A] and Commercial Use Authorization Provisions, Refer to Commercial Use Authorization Provisions, [Exhibit A] Section 25 **Certificates of Insurance** for specific guidelines regarding content requirements of all Certificates of Insurance.
- b. Product and Completed Operations Liability: If not provided under Commercial Comprehensive General Liability. The minimum amount of Product and Completed Operations Liability insurance required for this service is **\$500,000 per occurrence**. Refer to Commercial Use Authorization Provisions, [Exhibit A] Section 25 **Certificates of Insurance** for specific guidelines regarding content requirements of all Certificates of Insurance.
- c. Commercial Automobile Liability: If a CUA holder transports passengers or uses a vehicle in the performance of the service in the park, they are required to have Automobile Liability insurance. The auto liability insurance must include coverage of "owned, leased, rented or hired" vehicles if the CUA holder rents or leases vehicles. The minimum commercial auto liability insurance for passenger transport is reflected in "Attachment A", Commercial Vehicle Insurance table with minimum per occurrence liability limits listed.

ATTACHMENT A CUA Insurance Requirements

Commercial General Liability (CGL) Insurance

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum commercial general liability insurance is \$300,000.00. Liability insurance policies must name the United States of America as additional insured. The business or person that is providing the service must be the named insured (policy holder). Companies that provide transportation only are not required to have Commercial General Liability as long as the passengers do not disembark.

Other Required Insurance

Commercial Auto Liability Insurance is required if a CUA holder transports passengers or uses in the performance of the service in the park owned/leased/rented vehicles. If a CUA holder charters the vehicle and those chartered vehicles are owned and operated by another company, the CUA holder is not required to have Commercial Automobile Liability insurance. The minimum Commercial Auto Liability Insurance for *intrastate* passenger transport is \$1,000,000.00. The minimum Commercial Auto Liability Insurance for *interstate* passenger transport is:

Commercial Vehicle Insurance – Passenger Transport (bodily injury and property damage)	Minimum per Occurrence Liability Limits*
Up to 6 passengers	\$1,000,000
7 – 15 passengers	\$1,500,000
16 – 25 passengers	\$3,000,000
26+ passengers	\$5,000,000

CUA holders authorized to transport passengers aboard or use in the park an owned/rented/leased vessel are required to have **P&I Vessel Insurance**. The minimum P&I Vessel Insurance is 1,000,000.00.

CUA holders authorized to transport passengers or use in the park an owned/rented/leased aircraft are required to obtain **Aircraft Liability Insurance**. The minimum Aircraft Liability Insurance is

CUA holders assigned the use of park property must secure **Property Insurance**. The minimum Property Insurance for use of West Beach Bathhouse Concession area is \$500,000.00.

Insurance Company Minimum Standards

The NPS has established the following minimum insurance **company** requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

Proof of Insurance Submission

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

- Be written in English with monetary amounts reflected in USD
- Reflect that insurance coverage is effective at time of CUA Application submission
- Name as insured the business or person that is providing the service
- Name the United States as additional insured
- Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application
- Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
- Include insurance provider rating or provide in separate document

ATTACHMENT B
List of Approved Service, Additionally Required Documentation, and Fee Information

AUTHORIZED COMMERCIAL SERVICE	REQUIRED DOCUMENTATION	REQUIRED CUA FEES
Portage Lakefront Pavilion Classroom Classes	Commercial General Liability Insurance of \$500,00.00 Commercial Automobile Liability-see Attachment A List of dates and description of the class List of instructors/guides Certification as required by state, local or federal regulation	\$100.00 non-refundable application fee. A 3% market fee may also apply. Contact the Permit Office at INDU_Permits@nps.gov or (219)221-2054 for further guidance.
Food/Beverage	Commercial General Liability Insurance of \$500,00.00 Commercial Automobile Liability-see Attachment A List of food and beverages with prices Hours of operation and location Certifications as required by local, state and federal regulations, including ServSafe Certification List of vehicles used. Current Local public health certificate Temporary Food Event Permit	\$100.00 non-refundable application fee. A 3% market fee may also apply. Contact the Permit Office at INDU_Permits@nps.gov or (219)221-2054 for further guidance.
Mobile Food Units	Commercial General Liability Insurance of \$500,00.00 Commercial Automobile Liability-see Attachment A List of food and beverages with prices Hours of operation and location Certifications as required by local, state and federal regulations, including ServSafe Certification List of vehicles used. Current Local public health certificate Temporary Food Event Permit	\$100.00 application fee A 3% Market Price Fee may also apply. Contact the Permit Office at INDU_Permits@nps.gov or (219)221-2054 for further guidance.
Guided non-motorized vessels	Water Safety Certification as required by U.S. Coast Guard, CPR/First Aid General Commercial Liability Insurance \$1M Commercial Automobile Insurance-See Attachment A. Itinerary with dates, times and locations in the park. Vehicles used List of operators and certifications	\$100.00 application fee A 3% Market Price may also apply. Contact the Permit Office at INDU_Permits@nps.gov or (219)221-2054 for further guidance.
Guided Hiking/Guided Photography/Recreation Education	First Aid/CPR General Commercial Liability Insurance \$500,000.00 Commercial Automobile Liability Insurance. See Attachment A. Itinerary with dates, times and locations in the park. Vehicles used List of operators and certifications	\$100.00 application fee A 3% Market Price Fee may also apply. Contact the Permit Office at INDU_Permits@nps.gov or (219)221-2054 for further guidance.
Other	Insurance determined by activity or service	Contact the Permit Office at INDU_Permits@nps.gov or (219)221-2054 for further guidance.